

ATTACHMENT E

DECLARATION

I, Kenneth D. Kline, do hereby declare under penalty of perjury the following:

1. I am a partner in Cellular Dreams Partnership which holds a 4% interest in Alee Cellular Communications.

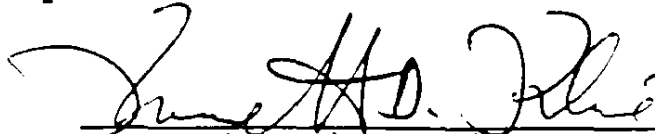
2. I attempted to transfer one-half of my 20% interest in Cellular Dreams to J. Robert Brubaker, a non-partner, who had agreed to transfer one-half of his interest in DMTV partnership (a 4.620% partner in RSA applicant Centaur Partnership) to me.

3. I understand that Section 6.1 of the Cellular Dreams Partnership Agreement prohibits partners from selling, assigning or transferring their interests in the partnership without the approval of the Executive Committee.

4. I did not seek the approval of, nor did I receive approval from, the Cellular Dreams Executive Committee for the transfer of one-half of my interest in Cellular Dreams to Mr. Brubaker. Therefore, I understand the attempted transfer was without effect, and that I retain my full 20% interest in Cellular Dreams. I also understand that since Mr. Brubaker did not receive the requisite Executive Committee approval for the transfer of his DMTV interest to me, he was unable to transfer his interest to me.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 25 day of April, 1990.


Kenneth D. Kline

ATTACHMENT F

DECLARATION

I, J. Robert Brubaker, do hereby declare under penalty of perjury the following:

1. I am a partner in DMTV Cellular Partnership which holds a 4.620% interest in Centaur Partnership.

2. I attempted to transfer one-half of my 20% interest in DMTV to Kenneth D. Kline, a non-partner, who had agreed to transfer one-half of his 20% interest in Cellular Dreams Partnership (a 4.0% partner in RSA applicant Alee Cellular Communications) to me.

3. I understand that Section 6.1 of the DMTV Partnership Agreement prohibits partners from selling, assigning or transferring their interests in the partnership without the approval of the Executive Committee.

4. I did not seek the approval of, nor did I receive approval from, the DMTV Executive Committee for the transfer of one-half of my interest in DMTV to Mr. Kline. Therefore, I understand the attempted transfer was without effect, and that I retained my full 20% interest in DMTV. I also understand that since Mr. Kline did not receive the requisite Executive Committee approval for the transfer of his interest to me, he retains that interest.


5. After entering my agreement with Mr. Kline, but prior to the lottery for RSA No. 613A, I entered an agreement to transfer my interest in DMTV, along with the interest that I thought I had obtained from Mr. Kline, to John Dolphin, another partner in DMTV. I understand that my attempt to transfer what

had been Mr. Kline's interest was without effect since I had never effectively obtained that interest from Mr. Kline.

6. No approval of the Centaur Partnership was sought for the transfer of my interest in DMTV to Mr. Dolphin. We did not consider the transaction a transfer of interest in Centaur (which would have required the unanimous consent of all Centaur partners under paragraph 13 of the Centaur Partnership Agreement) because DMTV remained the partner in Centaur, Mr. Dolphin had been and would continue to be a partner in DMTV, and no new partners were being admitted to DMTV as a result of the transaction.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 25th day of April, 1990.


J. Robert Brubaker

02310

ATTACHMENT G

ASSIGNMENT AGREEMENT

By execution of this Assignment Agreement, the undersigned Partner (Assignor), of ALEE CELLULAR COMMUNICATIONS, a registered New Jersey Partnership, hereby assigns to AMIR R. RIAHI (Purchaser), all right, title and interest owned by the undersigned in the ALEE CELLULAR COMMUNICATIONS PARTNERSHIP, free and clear of any and all encumbrances, liens, security interests, adverse claims and liabilities. The rights assigned hereunder include, without limitation, all ownership, voting rights, distribution of profit and any other privileges or rights either direct or indirect in any Rural Statistical Areas (RSAs) which have been or may be won in the Federal Communications Commission RSA lotteries commencing September 23, 1988 for the Alaska and Hawaii RSAs, and continuing through the completion of Tier 3 lotteries. The undersigned warrants by signature at the bottom hereof that such signature is genuine and binding. In consideration of this Assignment, Purchaser agrees to pay the Assignor the amount of \$ 10,000.00 (Ten Thousand Dollars) and assume all future financial obligations affiliated with his position in the Partnership.

The Assignor acknowledges that it may be necessary for his name to be replaced by Purchaser on the 1.65 Amendment to be filed with the Federal Communications Commission on any ownership exhibits filed with the FCC for lotteries won by ALEE CELLULAR COMMUNICATIONS in Tiers 1 and 2. Assignor agrees to cooperate in any way necessary to assure that this transfer is made as effectively and promptly as possible.

This Agreement contains the entire agreement between Assignor and Purchaser and supersedes all prior oral and written agreements, commitments or understandings with respect to the matters provided herein, and no amendment or modification hereof shall be binding upon any party hereto unless set forth in writing and signed by Assignor and Purchaser. The rights and obligations of the parties hereto shall be governed by the laws of the State of New Jersey. In witness whereof, the parties hereby execute this Assignment Agreement on the dates indicated below.

PURCHASER:

By Amir R. Riahi
Title: _____

THE ASSIGNOR:
(Insert name of Assignor)

By: Shirley M. Harris, Jr.
Title: _____

Margaret S. McElthy
Subscribed and sworn to, before me a
Notary Public.

September 23, 1988
Date

Commission Expires:

January 1, 1991

ATTACHMENT H

RECEIVED
MAY 20 1986

DECLARATION UNDER PENALTY OF PERJURY
OF WILLIAM ROBERT TURNER

OFFICE OF THE SECRETARY
ILL

I, WILLIAM ROBERT TURNER, hereby state the following:

I am Managing Partner of GTRW Limited Partnership ("GTRW or Applicant"), formerly GTRW Partnership, the non-wireline winner of the Domestic Public Cellular Telecommunication Service lottery for the Erie, Pennsylvania MSA held on April 21, 1986.

Pursuant to the Federal Communications Commission's Public Notice of April 23, 1986, and the Sections 22.918 and 1.65 of the Commission's Rules, GTRW Partnership makes the following minor amendments and informational amendments to its Erie, Pennsylvania cellular application (File No. 16233-CD-P-130-A-86):

B Ownership of Applicant

The identify of all the owners of GTRW, their ownership interests, and their citizenship is reported below. The ownership reflects the terms of the GTRW Limited Partnership Agreement entered into on May 3, 1986. The partnership is composed of the following individuals who hold the following interests, and Exhibit 1 is hereby amended accordingly:

<u>Name and Address</u>	<u>Percentage and Type of Interest</u>	<u>Citizenship</u>	<u>Occupation</u>
William R. Turner 2723 Pipe Band Drive Maywood, TX 77339	25% General Partner	U.S.	Oil Business
Jane W. Grant 4700 Riverview Rd., N.W. Atlanta, GA 30327	25% General Partner	U.S.	Housewife
Donal Rude 149 Calvert Court Oakland, CA 94011	12.5% General Partner	U.S.	Construction

Name and Address	Type of Interest	Citizenship	Occupation
Judith Whiteley 12128 Lyrid Court Saratoga, CA 95070	12.5% Limited Partner	U.S.	Housewife
Oscar Martin 2209 Elido Drive San Jose, CA 95131	12.5% General Partner	U.S.	Meteorologist
Lynn Knight 1725 Taylor Street San Francisco, CA 94133	12.5% General Partner	U.S.	Sales Agent

None of the above-named individuals has previously been involved in the communications business, and this is their first venture directed toward obtaining a Federal Communications Commission radio license.

II) FCC Form 401, Item 11

Item 11 on the FCC Form 401 should be amended to read "Does Not Apply". GTRW is a partnership, not a corporation and therefore Item 11 of the Form 401 is inapplicable to it. In fact, Item 10 and Exhibit I of the application correctly state that GTRW is a partnership formed under the laws of the State of Texas.

The application as filed stated that Judith L. Whiteley and Donal Rude were 25% partners in GTRW, which is incorrect. Their interests are 12.5% each. Ms. Whiteley's Canadian citizenship was not reported. The application omitted reference to the minority non-controlling interests of general partners Oscar Martin and Lynn Knight, who each hold a 12.5% interest in the partnership. The GTRW Limited Partnership Agreement provides that Ms. Whiteley's interest in GTRW is solely that of a limited

CERTIFICATE OF SERVICE

I, Sue W. Bladek, do hereby certify that on the 30th day of April, 1990, I served by hand or by First Class U.S. mail, postage prepaid, a copy of the foregoing letter to Donna Searcy on the following:

David Kaufman, Esq.
Brown, Finn & Nietert Chartered
1920 N Street, N.W.-Suite 660
Washington, D.C. 20036

David L. Hill, Esq.
O'Connor & Hannan
1919 Pennsylvania Ave, N.W.
Suite 800
Washington, D.C. 20006

Alan Y. Naftalin, Esq.
Koteen & Naftalin
1150 Connecticut Avenue, N.W.
Washington, D.C. 20036

William J. Franklin, Esq.
Pepper & Corazzini
1776 K Street, N.W. Suite 200
Washington, D.C. 20006

Eliot J. Greenwald, Esq.
Scott R. Flick, Esq.
Fisher, Wayland, Cooper & Leader
1255 23rd Street, NW-Suite 800
Washington, D.C. 20037

Carl W. Northrop, Esq.
Bryan, Cave, McPheeters
& McRoberts
1015 15th Street, N.W,
Washington, D.C. 20005

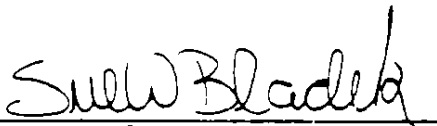
Donald J. Evans, Esq.
McFadden, Evans & Sill
1220 Nineteenth Street, N.W.
Washington, D.C. 20036

Russell D. Lukas, Esq.
Lukas, McGowan, Nace &
Gutierrez, Chartered
1819 H Street, N.W.
Washington, D.C. 20006

James F. Ireland
Cole, Raywid & Braverman
1919 Pennsylvania Avenue, N.W.
- Suite 200
Washington, D.C. 20006

Gregory J. Vogt
Abraham Lieb
Carmen A. Borkowski
Federal Communications
Commission
1919 M Street, NW - Room 644
Washington, D.C. 20554

John E. Ingle, Esq.
Roberta L. Cook, Esq.
Office of the General Counsel
Federal Communications Commission
1919 M Street, NW - Room 602
Washington, D.C. 20554


Sue W. Bladek

ATTACHMENT 2

EXHIBIT 3

\$92.3(a)(7) and \$22.917(c)
Revised May, 1992

COST OF CONSTRUCTION AND OPERATION;
FINANCIAL QUALIFICATIONS

The Applicant is substituting for the Columbia Security and Transfer financial commitment, a new commitment from a new source. A copy of the commitment letter is attached hereto.

The construction and first year operating costs demonstrated in Table 1 to the original Exhibit 3 remain unchanged.

The new commitment provides \$835,000 for equipment, related construction costs and operating funds. The Applicant's estimated costs of construction and first year operation total \$817,000. Thus, the Applicant has available sufficient funds to meet its estimated first year construction and operating costs and remains financially qualified.

Attachment

FAIRMOUNT FINANCIAL CORPORATION
3355 West Alabama, Suite 1140
Houston, Texas 77098

May 8, 1992

Ms. Becky Jo Clark
Alae Cellular Communications
602-7 College Avenue
Clemson, South Carolina 29631

Dear Ms. Clark:

In consideration of a non-refundable payment of Five Thousand Dollars (\$5,000) by not later than May 12, 1992, and the mutual promises made herein, and for other good and valuable consideration, the sufficiency of which are hereby acknowledged, Fairmount Financial Corporation (the "Lender"), hereby agrees to provide Alae Cellular Communications ("Customer") with a firm financial commitment for a maximum amount of \$835,000 for use in connection with the construction and first year operations of a rural cellular system ("System") to be licensed by the Federal Communications Commission ("FCC") in the Texas 21 Rural Service Area.

Lender has reviewed and evaluated Customer's financial condition in accordance with its usual practices and has determined that Customer is credit worthy and the market viable for the amount specified. This commitment is contingent upon Customer receiving an FCC construction permit for the Texas RSA 21. Customer and Lender agree within nineteen (19) days of the date hereof to execute an equipment purchase or leasing agreement, financing agreement and management agreement, all of such being acceptable to Lender.

Lender acknowledges that this commitment is not in any way guaranteed by any entity other than Customer and that its willingness to enter into this commitment is based solely on its relationship with Customer.

Lender will extend the loan contemplated by this commitment under the following terms and conditions:

1. Amount: Not to exceed \$835,000;
2. Interest Rate: Chase Manhattan Prime rate plus 3%;
3. Term: Seven (7) years with interest only during the first 3 years. For the remaining 4 years of the loan, payments will include interest and principal reduction, based on a 7 year amortization schedule. At the end of

Alee Cellular Communications
May 8, 1992
Page 2

the seven years, a balloon payment equal to the remaining unpaid principal balance will be due and payable.

Customer further agrees to provide Lender with a continuing security interest with a first priority in all of the tangible and intangible assets including, if not contrary to applicable law and/or FCC rules, the FCC license to operate, owned by Customer wherever located, whether now owned or hereafter acquired and in all proceeds and products thereof. Lender acknowledges and recognizes that any grant by Customer of the security interest in its FCC license is subject to restrictions imposed by the FCC on the Customer's ability to assign interest in or to transfer control of an FCC license or any other authorizations. In the event of a default, Lender agrees to give a minimum of ten (10) days notification to Customer and the FCC before any such equipment is repossessed under provisions as agreed to and any financing agreement.

Lender certifies to the FCC that it has sufficient funds available to complete this financing. See copies of attached financial statements. The funds to be provided to Customer under this commitment have not been committed to any other cellular applicant.

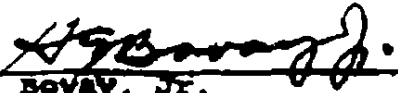
This commitment is subject to the receipt by Customer of the FCC authorization for the non-wireline cellular system for Texas RSA 21. The issuance of the authorization by the FCC must be uncontested and not subject to further protests unless such conditions are waived by Lender. Any and all legal proceedings, petitions, and/or filings by interested parties must be favorably resolved toward Customer and finalized by the FCC, including but not limited to the specific ultimate disposition of issues surrounding the Mutual Contingent Risk Sharing Agreement as specified in CC Docket No. 91-142, unless such conditions are waived by Lender.

The parties acknowledge that it may be necessary to make post-grant changes in the System design to reflect prevailing economic and market changes and conditions including new antenna sites. The financial commitment provided herein shall apply to any such System redesign, provided that such redesign does not entail any increase in Lender's financial commitment. It is agreed that the initial System shall not exceed the size determined to be sufficient for the market based upon reasonable and prudent industry standards.

Alac Cellular Communications
May 8, 1992
Page 3

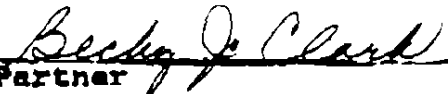
This commitment expires twelve (12) months from the date hereof or upon the FCC's dismissal of customer's application for Texas RSA 21 by final order, whichever occurs first.

Very truly yours,



H. B. SEVAY, JR.
President

AGREED TO AND ACCEPTED BY CUSTOMER
THIS 8 DAY OF MAY, 1992.

By: 

Partner

The above-named party represents and warrants to lender that he or she has the requisite authority to sign on behalf of customer and bind customer to the terms hereof.

MID-SOUTH TELECOMMUNICATIONS, INC.
3355 West Alabama, Suite 1140
Houston, Texas 77098

May 8, 1992

Fairmount Financial Corporation
3355 West Alabama, Suite 1140
Houston, Texas 77098

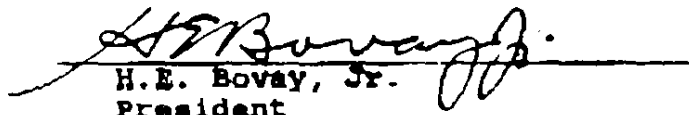
Gentlemen:

We, Mid-South Telecommunications, Inc. ("MST"), hereby confirm that MST will provide funding to you, Fairmount Financial Corporation ("FFC") in the form of suitable financial arrangements up to an amount of \$835,000 (Eight hundred thirty-five thousand dollars) for FFC to issue a financing commitment letter to Alee Cellular Communications ("Alee") in connection with Alee's application to the Federal Communications Commission ("FCC") for a construction permit for the Texas 21 - Chambers Rural Service Area, all being subject to the terms of your attached form commitment letter to Alee.

MST acknowledges that FFC will use this letter to prove its financing ability to Alee as well as to the FCC. Attached is MST's most current financial statement.

Very truly yours,

MID-SOUTH TELECOMMUNICATIONS, INC.


H.E. Bovay, Jr.
President

MID-SOUTH TELECOMM., INC.
BALANCE SHEET WITHOUT AUDIT
APRIL 30th, 1992

ASSETS

CURRENT ASSETS

CASH IN BANK	94,773.83
NOTES RECEIVABLE	5,481,039.32
INTEREST & DIVIDENDS RECEIVABLE	318,905.10
MARKETABLE SECURITIES	17,873,154.30
ANNUITY RECEIVABLE - UNITRUST	44,625.00
EARNST MONEY	25,000.00

TOTAL CURRENT ASSETS 23,837,497.55

FIXED ASSETS

OFFICE EQUIPMENT	4,608.98
COMPUTERS	2,787.44

TOTAL FIXED ASSETS 7,396.42

OTHER ASSETS

INVESTMENTS - U.S. COMPUTEL, INC.	116,002.00
INVESTMENTS - BOMIL INC.	2,002.52
DEF. BENEFIT PENSION TRUST	224,954.82
4-S CERT UNITRUST ANNUITY	5,950,000.00

TOTAL OTHER ASSETS 6,292,959.34

TOTAL ASSETS 30,137,853.31

MID-SOUTH TELECOMM., INC.
BALANCE SHEET WITHOUT AUDIT
APRIL 30th, 1992

LIABILITIES AND CAPITAL

LIABILITIES

CURRENT LIABILITIES

OLDMAN, SACHS-MARGIN LOAN	4,035,541.86
OM NOTE	1,900,000.00
C MILLER TRUST NOTE	300,000.00
A MILLER TRUST NOTE	300,000.00
J MILLER TRUST NOTE	300,000.00
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AL CURRENT LIABILITIES	6,835,541.86
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LONG TERM LIABILITIES

E. BOVAY, JR. - NP	500,000.00
BANK LOAN AGRMT #T6407	2,081,986.00
BANK LOAN AGRMT #S6725	785,321.83
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AL LONG TERM LIABILITIES	3,367,307.83
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DEFERRED LIABILITIES

PENSION TRUST - FORMER EMPLOYEE	245.87
PENSION TRUST - MS EMPLOYEE	16,991.57
DEFERRED FED. INCOME TAX	6,059,611.74
FE D LOSS - INFO GROUP	(209,098.41)
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AL DEFERRED LIABILITIES	5,867,750.77
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AL LIABILITIES	16,070,600.46
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STOCKHOLDERS EQUITY

COMMON STOCK PAR VALUE	275,000.00
AD IN CAPITAL	3,293.00
RECOGNIZED GAIN/LOSS	2,958,723.37
DIVIDENDS PAID	(2,224.08)
ACCUMULATED EARNINGS	10,820,101.25
CURRENT EARNINGS	12,359.31
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AL STOCKHOLDERS EQUITY	14,067,252.85
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AL LIABILITIES & STOCKHOLDERS EQUITY	<u><u>30,137,853.31</u></u>
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MID-SOUTH TELECOMM., INC.
SCHEDULE OF: CASH IN BANK
APRIL 30th, 1992

	CURRENT PERIOD	YEAR TO DATE
WESTHEIMER BANK #0014915-01	56,713.62	66,690.45
RIVER OAKS BANK #1016393	(12.50)	558.26
SOUTHWEST BANK TEXAS #9005277	(17.49)	409.27
SOUTHWEST BANK (DBPT) #0030600	0.00	27,115.85
	<hr/> 56,683.63	<hr/> 94,773.83

MID-SOUTH TELECOMM., INC.
SCHEDULE OF: NOTES RECEIVABLE
APRIL 30th, 1992

	CURRENT PERIOD	YEAR TO DATE
CENTEX BEVERAGE, INC.	0.00	3,600,000.00
MS CABLE, O.B. (#1)	0.00	734,182.00
MS CABLE, O.B. (#2)	(53,000.00)	1,146,857.32
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	(53,000.00)	5,481,039.32

MID-SOUTH TELECOMM., INC.
SCHEDULE OF: INTEREST & DIVIDENDS RECEIVABLE
APRIL 30th, 1992

	CURRENT PERIOD	YEAR TO DATE
MS CABLE, O.B. (#1)	0.00	224,448.86
MS CABLE, O.B. (#2)	0.00	94,456.24
	<hr/>	<hr/>
	0.00	318,905.10

MID-SOUTH TELECOMM., INC.
SCHEDULE OF: MARKETABLE SECURITIES
APRIL 30th, 1992

	CURRENT PERIOD	YEAR TO DATE
ROBANK STOCK INVESTMENT	0.00	191,837.71
ROCHESTER TELE SHARES HELD	(172,995.00)	14,235,996.70
ROCHESTER TELE U/R GAIN	(973,879.14)	3,010,809.18
RTC CLOSING COSTS - INVSTMT	0.00	434,510.71
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	(1,146,874.14)	17,873,154.30

ATTACHMENT 3

NOTICE OF PROPOSED CONSTRUCTION OR ALTERATION			Aeronautical Study Number	
<p>U.S. Department of Transportation Federal Aviation Administration</p>				
1. Nature of Proposal			2. Complete Description of Structure	
<p>A. Type</p> <p><input checked="" type="checkbox"/> New Construction</p> <p><input type="checkbox"/> Alteration</p>	<p>B. Class</p> <p><input checked="" type="checkbox"/> Permanent</p> <p><input type="checkbox"/> Temporary (Duration _____ months)</p>	<p>C. Work Schedule Dates</p> <p>Beginning <u>To Be</u></p> <p>End <u>Determined</u></p>	<p>A. Include effective radiated power and assigned frequency of existing, proposed or modified AM, FM or TV broadcast stations utilizing this structure.</p> <p>B. Include size and configuration of power transmission lines and their supporting towers in the vicinity of FAA facilities and public airports.</p> <p>C. Include information showing site orientation, dimensions and construction materials of the proposed structure.</p>	
<p>3A. Name and address of individual, company, corporation, etc. proposing the construction or alteration. Number, Street, City, State and Zip Code.</p> <p>(201) <u>276-0745</u> Area Code Telephone Number</p> <p><u>Alec Cellular Communications</u> <u>106 Cranford Ave.</u> <u>Cranford, NJ. 07016</u></p>			<p>A. 100 Watts E.R.P. 870 MHz Cellular Band</p> <p>B. NONE</p> <p>C. 98' Self Supported Tower with 3 Cellular Antennae</p> <p>(If more space is required, continue on a separate sheet.)</p>	
<p>3. Name, address and telephone number of applicant's representative (if different than 3 above)</p> <p><u>Cellular Engineering, Inc.</u> <u>P.O. Box 2558</u> <u>Placerville, CA 95667</u> (916) 642-8809</p>				
4. Location of Structure			5. Height and Elevation (Compare to the nearest foot)	
<p>A. Coordinates (To nearest second)</p> <p>29° 48' 18" N 94° 28' 42" W</p>	<p>B. Nearest City or Town, and State</p> <p><u>Winnie, TX</u></p> <p>(1) Distance to AB <u>5.5</u> Miles</p> <p>(2) Direction to AB <u>N. N.E.</u></p>	<p>C. Name of nearest airport, harbor, flightpath or seaplane base</p> <p><u>ABERHAR</u></p> <p>(1) Distance from structure to nearest point of nearest runway <u>11</u> Miles</p> <p>(2) Direction from structure to airport <u>West, S.W.</u></p>	<p>A. Elevation of site above mean sea level</p> <p><u>27'</u></p>	<p>B. Height of Structure including all appurtenances and lighting (if any) above ground, or water if so situated</p> <p><u>98'</u></p>
<p>D. Description of location of site with respect to highways, streets, airports, prominent terrain features, existing structures, etc. Attach a U.S. Geological Survey quadrangle map or equivalent showing the relationship of construction site to nearest airport(s). (If more space is required, continue on a separate sheet of paper and attach to this notice.)</p> <p><u>One Mile North of HWY-65 off FM-1410; Chambers County, Texas</u></p>			<p>C. Overall height above mean sea level (A + B)</p> <p><u>125'</u></p>	
<p>Notice is required by Part 77 of the Federal Aviation Regulations (14 C.F.R. Part 77) pursuant to Section 1101 of the Federal Aviation Act of 1958, as amended (49 U.S.C. 1101), and any amendments thereto, that the notice requirements of Part 77 are subject to a fine (criminal penalty) of not more than \$500 for the first offense and not more than \$2,000 for subsequent offenses, pursuant to Section 801(e) of the Federal Aviation Act of 1958, as amended (49 U.S.C. 1472(e)).</p>				
<p>I HEREBY CERTIFY that all of the above statements made by me are true, complete, and correct to the best of my knowledge. In addition, I agree to obstruction mark and/or light the structure in accordance with established marking & lighting standards if necessary.</p>				
<p>Date</p> <p><u>04/13/92</u></p>	<p>Typed Name/Title of Person Filing Notice</p> <p><u>Jamal Fakory, Engineer</u></p>	<p>Signature</p> <p><u>[Signature]</u></p>		

